

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT
NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN THAT ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT, 3041 WEST AVENUE K, LANCASTER, LOS ANGELES COUNTY, CALIFORNIA 93536-5426, ACTING BY AND THROUGH ITS GOVERNING BOARD, HEREINAFTER REFERRED TO AS THE DISTRICT, WILL RECEIVE UP TO, BUT NO LATER THAN 1:00 P.M. PST, MONDAY, AUGUST 26, 2013 SEALED BIDS FOR THE AWARD OF A CONTRACT FOR:

DISTRICT PASSENGER BUS
BID # AVC2012/2013-5

ALL BIDS SHALL BE MADE ON A FORM FURNISHED BY THE DISTRICT. BIDS SHALL BE RECEIVED IN THE ADMINISTRATION BLDG., OFFICE OF BUSINESS SERVICES, PURCHASING OFFICE, ROOM A149, ATTN: ANGELA MUSIAL, 3041 WEST AVENUE K, LANCASTER, CA 93536-5426 AND SHALL BE OPENED AND PUBLICLY READ ALOUD AT 2:00 P.M. PST, MONDAY, AUGUST 26, 2013 IN ROOM 141 AT THE ADDRESS ABOVE STATED. EACH BID MUST CONFORM AND BE RESPONSIVE TO THE CONTRACT DOCUMENTS WHICH MAY BE OBTAINED FROM:

WWW.AVC.EDU/ADMINISTRATION/BUSSERV/REQUESTFORPROPOSALSBIIDOCUMENTS.HTM

THE DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR TO WAIVE IRREGULARITIES TO ANY BID.

QUESTIONS ON BID MAY BE DIRECTED TO ANGELA MUSIAL AT AMUSIAL1@AVC.EDU.

BETTY WIENKE, CLERK
BOARD OF TRUSTEES
ANTELOPE VALLEY COMMUNITY COLLEGE
BID # AVC2012/2013-5

PUBLISH: 8/10/13 & 8/17/13

BID Number AVC 2012/2013 – 5

District Passenger Bus

**Antelope Valley Community College District
3041 West Avenue K
Lancaster, CA 93536-5426**

Issue Date: August 10, 2013

Bid Opening Date/Time: August 26, 2013 2:00 p.m. PST

OFFICE OF ADMINISTRATIVE SERVICES

To: Bidders

From: Mazie Brewington
Vice-President, Administrative Services

Subject: Bid Number AVC 2012/2013 – 5
District Passenger Bus

Enclosed is a copy of the Bid Documents for:

District Passenger Bus, Bid Number AVC2012/2013-5

BIDS WILL BE OPENED AT 2:00 p.m. PST ON MONDAY, AUGUST 26, 2013 IN

ROOM A141 IN THE ADMINISTRATION BLDG., ANTLEOPE VALLEY COLLEGE.

If you intend to bid, additional copies of the Bid Documents may be obtained from the Purchasing website, www.avc.edu/administration/busserv/RequestforProposalsBidDocuments.htm, or the Purchasing Office, Room A149, at Antelope Valley College.

All bids must be received by the Purchasing Office one hour prior to the bid opening date/time above; bids received less than an hour before the opening date/time above will be returned to the bidder unopened.

Due to the uncertainty of the mail service, it is not advisable to mail your bid. However if it is mailed, you may want to call (661) 722-6310 the day before the bid opening to determine if your bid has been received. This would allow time to deliver another copy, if necessary.

Questions regarding the Bid Specifications may be referred to Angela Musial, Buyer, using Appendix B and faxing them to (661) 722-6320.

AAM
Encl

INSTRUCTIONS FOR BIDDERS

Antelope Valley Community College District

District Passenger Bus

INSTRUCTIONS AND CONDITIONS -BID NUMBER AVC2012/2013- 5

1. PREPARATION OF BID FORM

Bids must be submitted in ink or typewritten. All blanks in the bid form must be appropriately filled in. Both unit price and extension (where applicable) for all line items must be shown where required on the bid form. Prices should be stated in units specified hereon. Prices should reflect all delivery and installation charges.

All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, bidder's address and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that the bid is received in proper time. Any bid received less than one hour prior to the bid opening date and time will be returned to the bidder unopened.

2. ERRORS AND CORRECTIONS

No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing the bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened.

3. SUBSTITUTIONS AND SAMPLES

All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. When bidding on brands other than those specified, the Bidder must state on the bid the brand, quality, model number, or other trade designation on each item bid other than "as specified". See the attached documents for requirements regarding samples and/or detailed specification sheets. At a minimum, descriptive technical literature fully describing the claimed 'or equal' product must be attached to the bid. Suitability and valuation of 'equals' rests in the sole discretion of the District. Where samples are requested they must be furnished free. Samples will be returned at bidder's expense provided a request accompanies the samples and provided further that samples are not destroyed by tests.

4. SALES TAX

Please include any California State Sales or Use Taxes in your total on the Bid Proposal form. Do not include or add Federal Excise Tax, as the District is exempt. On the specification sheets, please list unit and extension prices without tax.

5. FAILURE TO BID

If you do not bid on any line item, please mark "no bid" in the space provided and sign it and return the bid, otherwise your name may be removed from the bidder's list.

6. ACCEPTANCE OF BIDS

Awards will be made on a unit and line item basis unless otherwise specified on bid form. The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within ninety (90) days after opening unless otherwise stipulated.

7. PATENTS, ETC.

The vendor shall hold the District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.

8. FAILURE TO FULFILL CONTRACT

When any contractor or vendor fails to deliver any article or service or delivers any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Trustees to be in the best interest of the District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and the vendor's sureties. The Board of Trustees reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board of Education, if requested.

9. BID SIGNATURES

All bids must show the firm name and must be signed in ink by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

10. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

11. REQUIRED DELIVERY DATES (RDD)

Actual delivery of the equipment or services shall be coordinated with the District or contractor designated by the District but shall not exceed the required delivery dates (RDD) specified on the bid form for each particular product. The District, as a matter of bid non-responsiveness, shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time. Give careful attention to any Required Delivery Dates (RDD) included in the Specifications or Special Conditions. Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items. Bid all items F. O. B. shipping point, and specify freight as a non-taxable line item unless otherwise directed.

12. PAYMENT

Prompt payment for equipment or services may be requested after actual delivery of goods to the required destination as outlined in the REQUIRED DELIVERY DATES (RDD) conditions. Payment for service contracts may be invoiced per the conditions set forth and agreed to in the service agreement.

13. STANDARD COMMERCIAL USE (Products Only)

The vendor, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years, or "industry standard" if different, and that adequate spare parts exist in the marketplace for the items sold. Submit all requests for deviations to this clause as and/or equal' deviation.

14. HOLD HARMLESS

The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

15. NON-DISCRIMINATION

Antelope Valley College prohibits discrimination and harassment based on sex, gender, race, color, religion, national origin or ancestry, age, disability, marital status, sexual orientation, cancer-related medical condition or genetic predisposition. Upon request, we will consider reasonable accommodation to permit individuals with protected disabilities to (a) complete the employment or admission process, (b) perform essential job functions, (c) Enjoy benefits and privileges of similarly situated individuals without disabilities and (d) participate in instruction, programs, services, activities or events.

16. AWARD OF BID

Award of this bid shall be made by individual line item or groups of line items to the lowest-priced responsible bidder (for each item or group) who is fully responsive to the terms of this solicitation. A bidder must deliver the items within the required delivery date (RDD) in order to be declared responsive to this bid. The District may consider prompt payment discounts (only terms of 2%30 days or better will be considered) and other rebates offered on the bid form in determining lowest net cost.

The District also reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

17. WARRANTY/QUALITY

The supplier, manufacturer or assigned agent shall guarantee the product or service performed against all defects or failures of materials and workmanship for minimum period of one (1) year from the actual delivery date or "industry standard" if different. Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, educational, and product liability standards.

18. AGREEMENT

The Agreement form included in the Bidder's Packet is for your information only. After the award of the Bid by the Board, an Agreement form will be sent to the awarded Vendor(s). This form must be completely filled out, signed and returned within 5 days of receipt of the form.

19. PRICING- TERM OF CONTRACT

Minimum contract term is six (6) months. Quoted prices must stay in effect for six (6) months after award of bid and may be extended upon mutual consent of College and vendor for an additional two (2) six month periods in accordance with provisions contained in the Education Code, Sections 39644 (K-12) and 81644 (Community Colleges). A maximum price increase of 5% per contract term may be negotiated subject to existing market conditions. In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

20. MULTI-YEAR EXTENSIONS

Subject to the provisions of Paragraph 18 (above), and pursuant to Education Code, Sections 39644 and 81644, this bid may be extended (by mutual consent expressed in writing) for two (2) additional six-month increments (total potential bid life of 18 months from Board of Trustee award).

21. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS

The District anticipates contract term requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed by the District at the prices quoted.

22. INTENT TO RESPOND

See Appendix A – Intent to Respond Form.

23. QUESTIONS REGARDING BID OR SPECIFICATIONS

To ensure fairness throughout this process, direct all questions about the bid or specifications on the form attached as Appendix B.

24. PIGGYBACK CLAUSE

For the term of the contract and any mutually agreed extensions pursuant to this bid, **at the option of the vendor**, other Community Colleges, public corporation or agency (including any county, city, town or public corporation or agency within the State of California) may purchase, lease-purchase, or rent the identical item(s) at the same Price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

The District waives its right to require such other Colleges and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause will not affect the outcome of this bid.

District Passenger Bus, Bid Number AVC2012/2013-5

Piggyback option granted: _____

(Please initial)

Piggyback option not granted: _____

Exclusions:

GENERAL CONDITIONS

NAME AND LEGAL ENTITY

The bidder shall specify in the bid the name and nature of its legal entity and any fictitious name under which it does business in relationship to this bid. The bid shall be signed under the correct firm name by an authorized officer or person. Obligations assumed by such signature must be fulfilled and are legally binding.

ASSIGNMENT OF PURCHASE ORDER

The supplier shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without prior written consent of the Board of Trustees of the District.

PRICES

Prices shall be printed or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections printed adjacent and must be initialed in ink prior to the bid opening by the person signing the bid or by the bidder's authorized representative. Bids should be verified before submission, as they cannot be withdrawn after acceptance. Prices must be stated in units specified hereon and wherever possible should be net including all discounts. Cash discounts will be computed from date of acceptance of merchandise or date of receipt of the invoice, whichever is later. If tests are necessary, discount will be figured from date of approved test report.

BRAND NAME AND MODEL NUMBER – SAMPLES

The bidder shall state the brand name and model number of materials to be provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand and model number specified on the bid form. Substitute brands may be accepted at the District's sole discretion if deemed equal in all respects to that specified. If a Manufacturer feels that their product is equal to the specified systems, they shall submit product brochures, specification manuals, photographs, finish samples and all other materials required to establish equality to the District for consideration and approval as an equal. All samples are to be furnished at no expense to the District. Such samples, if not destroyed by tests, will be come the property of the District, unless otherwise requested at time of delivery of said samples. Any samples returned shall be at bidder's liability and at bidder's expense.

DOCUMENTS

The entire bid package is the purchase agreement which includes the advertisement, the bid, general and special conditions, information to bidders, the drawings and specifications, if any, the contract, purchase order, any addenda, as issued and any special instructions.

ACCEPTANCE OR REJECTION OF BIDS

The District may issue a contract or purchase order or both on an individual item or combination of items, whichever is to the best interest of the District. Bids shall remain open and valid and subject to acceptance for sixty (60) days following the bid opening date unless otherwise specified in the bid documents.

DELIVERY AND INSTALLATION

It is understood and the bidder agrees to deliver prepaid and to install all items on which bids are accepted to the address or location indicated on the bid form. All costs for delivery, drayage, freight, storage, assembly, installation or backing of said articles reflected in this offer are to be borne by the bidder.

All shipments shall be accompanied by a packing slip and, if applicable, the purchase order number shall appear on all cases and packages. Payment for unauthorized partial deliveries will not be made until entire contract has been completed.

INSPECTION AND DEVAULT

All articles furnished shall be subject to inspection by representatives of the District for defects or non-compliance with specifications.

HOLD HARMLESS CLAUSE

The supplier shall hold the District and its Board of Trustees, officers and employees harmless from liability of any nature or kind on account of:

- 1.) Use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used under the contract, however caused.
- 2.) Any injury to person or persons or property sustained by the supplier or by any person, firm or corporation, employed directly or indirectly by the contractor upon or in connection with the performance under the contract, however cause.

The supplier, while engaged in carrying out the terms and conditions of the contract, is an independent contractor and not an officer or agent of the Board of Trustees. The supplier shall maintain adequate insurance to protect all interests.

The supplier, at its own expense and risk, shall defend any legal proceeding that may be brought against the District of Board of Trustees, its officers and employees or any such claim or demand and satisfy any judgment that may be rendered against any of them.

INVOICES AND PAYMENT

Unless otherwise specified, the supplies shall render invoices in duplicate for materials delivered or services performed under the contract on a monthly basis, to Antelope Valley Community College, Accounts Payable, 3041 West Avenue K, Lancaster, California 93536-5426. Labor, when involved, shall be itemized separately as well as applicable tax on materials. The District shall make payment for 90% of materials, supplies and services received within 30 days after acceptance thereof, or receipt of invoice, whichever is later.

LIQUIDATED DAMAGES AND FINAL PAYMENT

Acceptance by the Supplier of said final payment shall constitute a waiver of all claims against the District arising from this contract.

The title to new materials and/or equipment, and the attendant liability for its protection and safety, shall remain with the Supplier until set in place and accepted by the District. No part of said materials or equipment shall be removed from its place of storage except for immediate installation in place as directed herein. Supplier shall keep an accurate inventory of all materials and equipment in a manner satisfactory to the District. Said inventory shall be available for inspection by the District at any time during the contract.

PAYMENTS WITHHELD

In addition to any amounts which the District may retain above, the District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Supplier, as in the District's judgment may be necessary to cover:

- a) Defective work not remedied.
- b) Failure of Supplier to make proper payments to his supplier(s) provided that the District has received, according to law, a California 20-day Preliminary Notice from such supplier.
- c) Completion of the contract, if there exists a reasonable cause to believe that the supplier is unable or unwilling to do so.
- d) Damage caused by the Supplier.
- e) Liquidated damages.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

The District may apply such withheld amounts to payments of such claims or obligations at the District's discretion. In doing so, the District shall be deemed the agent of the Supplier and any payments so made by the District shall be considered as a payment made under this contract by the District to the Supplier. The District shall not be liable to the Supplier for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The District will render Supplier a proper accounting of such funds disbursed on behalf of the Supplier.

MINIMUM QUALIFICATIONS

Each person or firm submitting a bid for consideration of award must meet the following minimum qualifications:

- 1.) Five (5) years in business, with at least 2 years in the same location.
- 2.) Be an authorized dealer, installer, distributor or representative from the original manufacturer of all items bid.

PROOF OF CARRIAGE OF INSURANCE

Awarded Bidder shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance and certificates, which have been delivered in duplicate to and approved by the District.

- a) Certificates and insurance policies shall include the following clause: "This policy shall not be cancelled or reduced in required limits or liability or amounts of insurance until notice has been mailed to the District."
- b) Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.
- c) Certificates of insurance shall clearly state that the District is named as an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

INSTALLATION PLAN AND SCHEDULE

Within 5 days of notification of award, the successful bidder(s) shall be required to submit a written plan and schedule for approval by the District which shall include, but not be limited to, details regarding:

- a) Order dates and procedures
- b) Expected delivery dates and shipping information
- c) Checking and receiving procedures
- d) Storage capability and location(s)
- e) Assembly, installation and set up procedures
- f) Manpower expectations
- g) Repair provisions

Failure to provide a plan may be considered grounds for termination as prima facie evidence that the bidder refuses to perform per paragraph 11 of Information to Bidders. District reserves the right to reject unreasonable or inappropriate plans. Any plan so rejected, may be modified and resubmitted within 5 calendar days for reconsideration. Rejection of the second resubmitted plan shall be grounds for termination as prima facie evidence that the bidder refuses to perform per Paragraph 11 of Information to Bidders. District agrees that approval shall not be unreasonably withheld. Approved plans shall become, by reference, incorporated herein and shall be enforced as part of this contract.

SPECIAL CONDITIONS

The terms "District" as used herein shall be deemed to mean the Antelope Valley Community College District or its representative and governing board.

The terms "Contractor", "Bidder", "Vendor" or "Supplier" as used herein, shall be all deemed to mean the person or firm submitting the bid or its employees, representatives or sub-contractors.

Brand names, where specified, are included to indicate type and quality desired. If a manufacturer feels that their product is equal to the above systems, they shall submit product brochures, specification manuals, photographs, finish samples and all other materials required to establish equality to the District for consideration and approval as an equal. If such approval is made, the manufacturer must submit a bid within the bid period to qualify. Inclusion on the bid form does not necessarily constitute an offer to buy. Related additional items, options or alternates may be added by so indicating in the blank spaces on the bid form or on attached sheet(s).

District reserves the right to award bid for any one or combination of items based on cost, life cycle analysis, quality, serviceability, cost of supplies, availability, compatibility with existing materials or equipment, ease of use and service, suitability for intended use and value as deemed in the best interest of the District.

Additional award criteria may include cost per unit or group of units, discounts, performance, test results, expansion capabilities, cost of potential service, trade in value, warranty terms, delivery schedule, and aesthetic value.

It is mutually accepted that the quantities defined in this document reflect the approximate District requirements. Actual quantities ordered may be adjusted. Therefore, it is necessary to indicate a unit price for each item bid on the bid form even if bidding group prices. Bids on groups are alternate bids and will be considered only if discount value warrants. "ALL OR NOTHING" BIDS WILL BE CONSIDERED NON-RESPONSIVE.

Prices quoted shall include set-up and installation in place as directed by the District. Supplier shall dispose of all trash and packing materials off campus and repair, at its own expense, damage caused to new or existing materials, structures, equipment or fixtures in the execution of this contract.

Prices shall be guaranteed for ninety (90) days. The offer shall be automatically extended to the District under terms and conditions herein, until canceled by the supplier. The District may order additional amounts of any item at any time during life of contract after initial order at the unit prices quoted herein which shall be delivered FOB Destination within 18 weeks A.R.O.

Time is of the essence for this contract.

To coordinate an organize delivery and installation schedule, it is understood and agreed by the supplier(s) that delivery and complete installation of all materials and equipment is preferred by **November 1, 2013**. District shall provide a minimum of 7-calendar days notice prior to delivery requirements. It shall be the supplier's responsibility to safely hold all items until authorized to begin delivery. District may require proof to the satisfaction of the District that purchase orders have been placed in a timely manner and that the bidder intends to honor the contract. Failure to provide such proof may be considered prima facie evidence that the bidder has failed to perform or refused to enter into the agreement.

Supplier warrants all equipment against manufacturing defects for a period of not less than one (1) year covering parts and labor, unless otherwise indicated. This warranty includes all costs of repair during the warranty period

including transportation costs. The supplier will pass along to the District all manufacturer warranties available. Date of acceptance shall be applied for the commencement of the warranty period(s).

Unless otherwise specified on the bid form, this offer is further extended to other public entities within Los Angeles, Orange, San Bernardino, Riverside, San Diego, San Luis Obispo, Santa Barbara, Imperial and Ventura counties until cancelled. Any order placed against this offer is the responsibility of the entity placing the order and shall in no way constitute an obligation against the District.

Supplier agrees to provide adequate training of District personnel to efficiently operate and maintain any units installed.

The number of executed copies of the Contract or Agreement is 4, if required.

All articles, supplies or equipment bid herein shall be new. No rebuilt, demo or used units are acceptable.

All labor shall be performed by employees of the supplier, working under the direct supervision thereof.

Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not fully skilled and all conduct shall conform to the highest professional standard. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on this site except with written consent of the District.

It shall be the responsibility of the Contractor to ascertain from the District, and to comply with, the rules and regulations pertaining to safety, security and driving on District property, particularly when students are present.

Any complaint or dispute lodged by a bidder, or awarded vendor, will initially be addressed by the Buyer for the District. Often, an issue may be resolved simply by providing clarification of bid documents, terms, pricing, payment, scope and/or deliverables. If you have a complaint or dispute regarding a bid, proposal solicitation, or award first discuss it with the Buyer. The Buyer's contact information is located on the Purchasing Departments website, <http://www.avc.edu/administration/busserv/PurchasingContact.html>

If your complaint or dispute cannot be resolved informally, then you must either drop the issue at hand or notify the Buyer of your intent to protest seven (7) days prior to the intent to award or (7) days after the award date for the awarded vendor (contact the Buyer for the intended date to award). You will then be given five (5) business days to submit a full and complete written statement specifying the grounds of the protest and the facts in support thereof. Once statement is received, the protest will be elevated to the Director of Business Services. Authority to protest may be limited to participating bidders. After all factors have been analyzed, a final decision shall be issued in a timely fashion by the District. The decision shall be in writing and shall be emailed/mailed or otherwise furnished to the bidder, vendor or contractor in such a manner as to ensure receipt. The decision of the District on a protest is final as the District has the final authority to resolve complaints, protests and disputes arising from the solicitation, award or performance of a contract.

BID FORMS

Appendix A – Intent to Respond Form

Please complete and fax this form to Angela Musial before **2:00 p.m. PST August 19, 2013.**

To: Angela Musial

Antelope Valley Cmty. College

From: _____

Company
Name: _____

Date: _____

Telephone: (661) 722-6310

Telephone: _____

FAX No. (661) 722-6320

FAX No. _____

E-mail address: amusial1@avc.edu

E-mail address: _____

Re: DISTRICT PASSENGER BUS, AVC2012/2013 – 5

Please indicate your intent to respond to the RFP by placing an “X” in one of the following boxes

We intend to respond to this RFP by 1:00 p.m. PST August 26, 2013

We will not be responding to this RFP.

Contact Person

Signature of Contact Person

By signing this intent to respond, you and your company are bound by the confidentiality terms of the RFP.

FAX: Appendix B – Questions on RFP

Use copies of the following form to submit questions of the RFP. Submit only one question per page and indicate the section of the RFP that relates to the question, if applicable. Fax the question form(s) to Angela Musial by **2:00 p.m. PST August 21, 2013**. All significant questions will be answered and shared with all participants who have indicated their intent to respond to this RFP.

To: Angela Musial

From: _____

Antelope Valley Cmty. College

Company

Name: _____

Date: _____

Telephone: (661) 722-6310

Telephone: _____

FAX No. (661) 722-6320

FAX No. _____

E-mail address: amusial1@avc.edu

E-mail address: _____

Re: **DISTRICT PASSENGER BUS, AVC2012/2013 – 5**

This Question is regarding the following section of the RFP: _____

Question:

Contact Person: _____

Telephone No: _____ Fax No: _____

Antelope Valley Community College District
3041 West Avenue K
Lancaster, CA 93536-5426

DATE: August 10, 2013
SUBJECT: BID NO. AVC 2012/2013-5

FOR: District Passenger Bus

Bid Opening Date: **MONDAY, AUGUST 26, 2013** Time: **2:00 P.M. PST**

Please bid your **lowest prices** for the items and services on the attached sheets. Before bidding please read the **Instructions and Conditions** and **Specifications**, which are attached.

Submit all bids in a sealed envelope showing the Bid Number, opening date, and opening time. Bid **must** reach the Purchasing Office at the address listed above one hour prior to the time and date shown above.

If further information is desired call the Purchasing Department at (661) 722-6310.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Bid is subject to cash discount of _____% _____ days.

FIRM NAME: _____

SIGNED BY: _____

(Manual signature- unsigned bids will be rejected)

TITLE: _____ DATE: _____

ADDRESS: _____

PHONE NO: _____ FAX NO: _____

NOTE: BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE.

This form is to be submitted with your bid.

BID PROPOSAL

**District Passenger Bus
Bid Number AVC2012/2013-5**

TO: **Antelope Valley College**, a California Community College, acting by and through its Board of Trustees (“the Owner”), 3041 West Avenue K, Lancaster, California 93536-5426.

FROM:

(Name of Bidder)

(Address)

(City, State, Zip Code)

(Telephone and FAX Number)

(Name(s) of Bidder’s Authorized Representative(s))

1. Bid Proposal.

1.1 **Bid Proposal Amount.** Pursuant to and in compliance with the Call for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned Bidder having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as:

District Passenger Bus, Bid Number AVC2012/2013-5

all in strict conformity with the Specifications and other Contract Documents on file at the office of the Owner’s Purchasing Department for the sum of:

Total Bid (including Sales Tax and Delivery Charges): District Passenger Bus

_____ Dollars

(\$ _____)

The undersigned Bidder agrees to achieve Completion of the Work within the Contract Time set forth in the Contract Documents.

This form is to be submitted with your bid.

1.2 **Acknowledgement of Bid addenda.** In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the Owner, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

(initial)

No Addenda Issued

(initial)

Addenda Nos. _____ received, acknowledged and incorporated into this Bid Proposal.

1.3 **Rejection of Bid; Holding Open of Bid Proposal.** It is understood that the Owner reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Call for Bids.

1.4 **Documents Accompanying Bid Proposal.** The undersigned Bidder has submitted with this Bid Proposal the following:

Company Identification Form
Itemized list and explanation of all Required License and Access/
Activation fees on a separate sheet

1.5 **Award of Contract.** It is understood and agreed that if written notice of the acceptance of this Bid Proposal and award of the Contract thereon is mailed or delivered by the Owner to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the Owner the Agreement in the form attached hereto in accordance with the Bid Proposal as accepted within five (5) working days after notification of acceptance and award. Failure of the Bidder awarded the Contract to strictly comply with the proceeding may result in the Owner's recession of the award of the Contracts. In such event, the Owner may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals. The Work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the Owner's Notice to Proceed issued pursuant to the Contract Documents and Completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.

1.6 **Notices.** All notices or other correspondence shall be addressed to the Owner and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

1.7 **Confirmation of Figures.** By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the Owner nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

This form is to be submitted with your bid.

1.8 **Acknowledgement and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing and performing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein with the Contract Time and in accordance with the Contract Documents.

By: _____
(Signature)

(Typed or Printed Name)

(Title)

(Corporate Seal)

CONTRACT FORMS

AGREEMENT

THIS AGREEMENT, made the _____ day of _____, _____ in the County of Los Angeles, State of California, by and between ANTELOPE VALLEY COLLEGE, hereinafter called the **DISTRICT** and

hereinafter called the **CONTRACTOR**, WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 – SCOPE OF WORK

The CONTRACTOR shall provide, within the time stipulated, the Contract as herein defined and shall provide all labor, materials, and distribution to complete in a workmanlike manner all of the work required in connection with the following titled project:

**BID # AVC2012/2013-5
DISTRICT PASSENGER BUS**

ARTICLE 2 – TIME FOR COMPLETION

The work shall be commenced on the date stated in the DISTRICT'S notice to proceed as specified therein, and shall be completed not later than _____.

ARTICLE 3 – CONTRACT PRICE

The DISTRICT shall pay the CONTRACTOR as full compensation for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of _____ dollars (\$ _____) said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4-COMPONENT PARTS OF THE CONTRACT

The contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full attached hereto:

- General Conditions and special Conditions (if any)
- Information for Bidders
- Invitation to Bid
- Plans and Specifications
- Addenda (if any)

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

In WITNESS WHEREOF, the Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR

DISTRICT

License No.: _____

Expiration Date: _____

By: _____
Printed Name

By: _____
Signature

“The undersigned declares under penalty of perjury Title: _____

Under the laws of the State of California that the
Representations made on this bid are true and correct”

By: _____
Printed Name

By: _____
Signature

Title: _____

Address: _____

Phone: _____

Fax: _____

NOTE: If bidder is a corporation, the legal name of the corporations(s) shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name shall be set forth above together with the signature of the partner or partners authorized to sign the contract on behalf of the partnership; and if the bidder is an individual, his/her signature shall be placed above.

PROJECT SPECIFICATIONS

DISTRICT PASSENGER BUS SPECIFICATIONS

Bid # AVC2012/2013-5

The following are minimum requirements:

New Vehicles Only – No Used or Refurbished

1. Alternator: 270 Amp or greater
2. Battery: Heavy duty, minimum two
3. Body Construction: Welded steel cage body framing
4. Brakes: Hydraulic Brake System
5. Cab/Chassis: F650 XLT cab and chassis or equivalent
6. Capacity: Minimum 33 seating positions (32 passengers plus 1 driver)
7. Door: Electric operated passenger entry door
8. Engine: Cummins 6.7 Diesel Engine preferred, however equivalent diesel engine will be acceptable. No Ford PowerStroke V8 Diesel will be acceptable
9. Flooring: ¾" exterior/ marine grade plywood
10. GVWR: Must be 26,000 lbs. or less
11. HVAC:
 - a. Rear heating unit
 - b. Rear A/C unit with 133,000 BTU or a dual A/C system at equivalent BTU's
12. Seats:
 - a. High back, recline with arm rest
 - b. Seat Fabric level 5
 - c. Seats belts
13. Storage:
 - a. Minimum 40" rear luggage compartment with removable wall and rear door access
 - b. Overhead luggage rack
14. Suspension: Air ride
15. Transmission: Allison 2500 Transmission 6 speed preferred, however equivalent heavy duty transmission no less than 2500 will be acceptable
16. Wheels: 22.5" Steel wheels without hub covers
17. Miscellaneous:
 - a. Intermittent windshield wipers
 - b. Back up camera
 - c. Back up alarm
 - d. Tilt wheel with cruise control
 - e. Minimum of 3 flat screen TV/DVD player monitors